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By: M. Whitaker
Deputy Clerk

Robert Drexler (SBN 119119)
Robert.Drexler@CapstoneLawyers.com
Molly DeSario (SBN 230763)
Molly.DeSario@CapstoneLawyers.com
Jonathan Lee (SBN 267146)
Jonathan.Lee@CapstoneLawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiff Tony Doyle

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

TONY DOYLE, as an aggrieved employee
pursuant to the Private Attorneys General
Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

Plaintiff,

vs.

RED LOBSTER RESTAURANTS LLC, a
Delaware limited liability company; RED
LOBSTER HOSPITALITY LLC, a
Delaware limited liability company; RED
LOBSTER MANAGEMENT LLC, a
Delaware limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.:

34-2020-00282730

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations
of California Labor Code, Pursuant to
PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Tony Doyle, as an aggrieved employee and on behalf of the State of
2 California and all other aggrieved employees, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on May 20, 2020, until judgment (“non-party Aggrieved Employees”).
14 Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over all Defendants because, on information and
19 belief, Defendants are either citizens of California, have sufficient minimum contacts in
20 California, or otherwise intentionally avail themselves of the California market so as to render
21 the exercise of jurisdiction over them by the California courts consistent with traditional
22 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
23 in this action given that the State of California, as the real party in interest in this action, is not
24 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
25 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
26 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
27 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the
28 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court, because Defendants employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Tony Doyle is a resident of Sacramento, in Sacramento County, California. Defendants employed Plaintiff as an hourly paid, non-exempt Cook from approximately May 2019 to March 2020. Plaintiff worked for Defendants at their Sacramento, California restaurant located at 1400 Howe Ave, Sacramento, California, 95825. During his employment, Plaintiff typically worked 6-8 hours per day, 4-5 days per week, and 20-40 hours per week. At the time Plaintiff's employment with Defendants ended, he earned approximately \$14.00 per hour. His job duties included, without limitation, preparing food, baking, assembling meals, stocking food inventory, and cleaning the kitchen.

7. On information and belief, Defendants required some employees, including Plaintiff, to execute a dispute resolution policy and/or arbitration agreement at the time of their hire or during their employment. On further information and belief, Defendants' dispute resolution policy and/or arbitration agreement was and is both procedurally and substantively unconscionable. Specifically, Defendants presented new hires with a "Dispute Resolution Process Acknowledgement" ("Arbitration Agreement") during the onboarding process, which had to be reviewed and signed immediately. In fact, upon information and belief, this Arbitration Agreement was one of several documents presented to new employees for signature during the orientation process, including the Cash Handling Service Check Coupon Procedures, CA Meal and Rest Periods policy, and CA Paid Family Leave policy, among other documents. Also, employees did not have a meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather, it was provided to Defendants' employees for

1 them to sign on a take-it or leave-it basis at the time they were hired, along with all of the
2 other on-boarding documents. Further, Defendants did not set forth in the agreement or
3 otherwise provide employees with the rules which will govern the arbitration, instead forcing
4 employees to seek this information out on their own (“The AAA’s Employment Arbitration
5 Rules and Mediation Procedures are available online at www.adr.org under the heading
6 “Rules & Procedures” or can be found using an internet search engine (for example, Google)
7 by search for “AAA Employment Arbitration Rules and Mediation Procedures.”).

8 8. RED LOBSTER RESTAURANTS LLC was and is, upon information and
9 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
10 employer whose employees are engaged throughout this county, the State of California, or the
11 various states of the United States of America.

12 9. RED LOBSTER HOSPITALITY LLC was and is, upon information and belief,
13 a Delaware limited liability company, and at all times hereinafter mentioned, an employer
14 whose employees are engaged throughout this county, the State of California, or the various
15 states of the United States of America.

16 10. RED LOBSTER MANAGEMENT LLC was and is, upon information and
17 belief, a Delaware limited liability company, and at all times hereinafter mentioned, an
18 employer whose employees are engaged throughout this county, the State of California, or the
19 various states of the United States of America.

20 11. Plaintiff is unaware of the true names or capacities of the Defendants sued
21 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
22 amend the complaint and serve such fictitiously named Defendants once their names and
23 capacities become known.

24 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
25 were the partners, agents, owners, or managers of RED LOBSTER RESTAURANTS LLC;
26 RED LOBSTER HOSPITALITY LLC; and RED LOBSTER MANAGEMENT LLC, at all
27 relevant times.

28 13. Plaintiff is informed and believes, and thereon alleges, that each and all of the

1 acts and omissions alleged herein was performed by, or is attributable to, RED LOBSTER
2 RESTAURANTS LLC; RED LOBSTER HOSPITALITY LLC; RED LOBSTER
3 MANAGEMENT LLC; and/or DOES 1 through 10 (collectively, “Defendants” or “RED
4 LOBSTER”), each acting as the agent, employee, alter ego, and/or joint venturer of, or
5 working in concert with, each of the other co-Defendants and was acting within the course and
6 scope of such agency, employment, joint venture, or concerted activity with legal authority to
7 act on the others’ behalf. The acts of any and all Defendants were in accordance with, and
8 represent, the official policy of Defendants.

9 14. At all relevant times, Defendants, and each of them, ratified each and every act
10 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
11 and abetted the acts and omissions of each and all the other Defendants in proximately causing
12 the damages herein alleged.

13 15. Plaintiff is informed and believes, and thereon alleges, that each of said
14 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
15 omissions, occurrences, and transactions alleged herein.

16 16. Under California law, Defendants are jointly and severally liable as employers
17 for the violations alleged herein because they have each exercised sufficient control over the
18 wages, hours, working conditions, and employment status of Plaintiff and other non-party
19 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
20 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
21 of employment, determined their rate of pay, and maintained their employment records.
22 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
23 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
24 common-law employment relationship. As joint employers of Plaintiff and other non-party
25 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
26 available to Plaintiff and other non-party Aggrieved Employees under the law.

27 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
28 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other

1 non-party Aggrieved Employees because Defendants have:

- 2 (a) jointly exercised meaningful control over the work performed by
- 3 Plaintiff and other non-party Aggrieved Employees;
- 4 (b) jointly exercised meaningful control over Plaintiff's and other non-party
- 5 Aggrieved Employees' wages, hours, and working conditions, including
- 6 the quantity, quality standards, speed, scheduling, and operative details
- 7 of the tasks performed by Plaintiff and other non-party Aggrieved
- 8 Employees;
- 9 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
- 10 perform work which is an integral part of Defendants' businesses; and
- 11 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
- 12 Employees as a matter of economic reality in that Plaintiff and other
- 13 non-party Aggrieved Employees were dependent on Defendants, who
- 14 shared the power to set the wages of Plaintiff and other non-party
- 15 Aggrieved Employees and determined their working conditions, and
- 16 who jointly reaped the benefits from the underpayment of their wages
- 17 and noncompliance with other statutory provisions governing their
- 18 employment.

19 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
20 there has existed a unity of interest and ownership between Defendants such that any
21 individuality and separateness between the entities has ceased.

22 19. RED LOBSTER RESTAURANTS LLC; RED LOBSTER HOSPITALITY
23 LLC; and RED LOBSTER MANAGEMENT LLC; and DOES 1 through 10 are therefore alter
24 egos of each other.

25 20. Adherence to the fiction of the separate existence of Defendants would permit
26 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
27 from liability for the wrongful acts committed by them under the name RED LOBSTER.

28 21. Plaintiff further alleges, upon information and belief, that Defendants RED

LOBSTER RESTAURANTS LLC; RED LOBSTER HOSPITALITY LLC; and RED LOBSTER MANAGEMENT LLC are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://businesssearch.sos.ca.gov/>) and the Florida Secretary of State's website (<https://dos.myflorida.com/sunbiz/search/>), RED LOBSTER RESTAURANTS LLC; RED LOBSTER HOSPITALITY LLC; and RED LOBSTER MANAGEMENT LLC share the same entity address and mailing address, "450 S. ORANGE AVE, STE. 800, ORLANDO, FL 32801;"
- (b) According to information filed with the California Secretary of State and Florida Secretary of State, RED LOBSTER RESTAURANTS LLC; RED LOBSTER HOSPITALITY LLC; and RED LOBSTER MANAGEMENT LLC, share the same officers and/or managers, including Kim Lopdrup, Horace Dawson III and Norma Rivera;
- (c) On information and belief, RED LOBSTER RESTAURANTS LLC; RED LOBSTER HOSPITALITY LLC; and RED LOBSTER MANAGEMENT LLC share the same agent for service of process, "CORPORATE CREATIONS NETWORK INC.;" and
- (d) On information and belief, RED LOBSTER RESTAURANTS LLC; RED LOBSTER HOSPITALITY LLC; and RED LOBSTER MANAGEMENT LLC utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

22. Defendants own and operate the world's largest chain of seafood restaurants, with over 700 restaurant locations in the United States, including approximately 43 Red Lobster restaurant locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their corporate headquarters in Orlando, Florida, which is responsible for recruiting and hiring of new employees, and

1 communicating and implementing Defendants' company-wide policies, including timekeeping
2 policies and meal and rest period policies, to employees throughout California.

3 23. In particular, Plaintiff and other non-party Aggrieved Employees, on
4 information and belief, received the same standardized documents and/or written policies.
5 Upon information and belief, the usage of standardized documents and/or written policies,
6 including new-hire documents, indicate that Defendants dictated policies at the corporate level
7 and implemented them company-wide, regardless of their employees' assigned locations or
8 positions. Upon information and belief, Defendants set forth uniform policies and procedures
9 in several documents provided at an employee's time of hire.

10 24. Upon information and belief, Defendants maintain a centralized Payroll
11 department at their corporate headquarters in Orlando, Florida, which processes payroll for all
12 non-exempt, hourly paid employees working for Defendants at their various locations and
13 jobsites in California, including Plaintiff and other non-party Aggrieved Employees. Based
14 upon information and belief, Defendants issue the same formatted wage statements to all non-
15 exempt, hourly paid employees in California, irrespective of their work locations. Upon
16 information and belief, Defendants process payroll for departing employees in the same
17 manner throughout the State of California, regardless of the manner in which each employee's
18 employment ends.

19 25. Defendants continue to employ non-exempt or hourly paid employees in
20 California.

21 26. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
23 and advisors knowledgeable about California labor and wage law, employment and personnel
24 practices, and about the requirements of California law.

25 27. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
26 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
27 were not recorded.

28 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 receive certain wages for overtime compensation and that they were not receiving certain
3 wages for overtime compensation.

4 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 receive at least minimum wages for compensation and that they were not receiving at least
7 minimum wages for work that was required to be done off-the-clock. In violation of the
8 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
9 least minimum wages for work done off-the-clock.

10 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that other non-party Aggrieved Employees were entitled to meal periods
12 in accordance with the Labor Code or payment of one (1) additional hour of pay at their
13 regular rates of pay when they were not provided with timely, uninterrupted, thirty (30)
14 minute meal periods and that other non-party Aggrieved Employees were not provided with
15 all meal periods or payment of one (1) additional hour of pay at their regular rates of pay
16 when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

17 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
19 rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment
20 of one (1) additional hour of pay at their regular rates of pay when they were not authorized
21 and permitted to take a compliant rest period. In violation of the California Labor Code,
22 Plaintiff and other non-party Aggrieved Employees were not authorized and permitted to take
23 compliant rest periods, nor did Defendants provide Plaintiff and other non-party Aggrieved
24 Employees with payment of one (1) additional hour of pay at their regular rates of pay when
25 they were not authorized and permitted to take a compliant rest period.

26 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
28 receive complete and accurate wage statements in accordance with California law. In

1 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
2 were not provided complete and accurate wage statements.

3 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that they had a duty to maintain accurate and complete payroll records in
5 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
6 and intentionally failed to do so.

7 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 timely payment of all wages earned upon termination of employment. In violation of the
10 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
11 payment of all wages due, including, but not limited to, overtime wages, minimum wages, and
12 meal and rest period premiums, within permissible time periods.

13 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 timely payment of wages during their employment. In violation of the California Labor Code,
16 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
17 including, but not limited to, overtime wages, minimum wages, and meal and rest period
18 premiums, within permissible time periods.

19 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that they were prohibited from issuing instruments for the payment of
21 wages that were not payable in cash on demand, without discount and with authorization, but
22 did so, in violation of the California Labor Code.

23 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 the portion of wages previously paid and subsequently unlawfully deducted by Defendants.

26 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
28 payment of wages as designated by statute. In violation of the California Labor Code,

Defendants secretly paid Plaintiff and other non-party Aggrieved Employees lower wages that required by statute while purporting to pay them proper wages.

39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties and also have seats nearby to use during a lull in tasks that do require moving about or standing.

40. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they were properly denied wages, all in order to increase Defendants' profits.

41. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

42. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

43. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or former employees and one or more of the alleged violations were committed against them.

44. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- 1 (a) The aggrieved employee shall give written notice by online filing
2 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
3 to the employer of the specific provisions of the California Labor Code
4 alleged to have been violated, including the facts and theories to support
5 the alleged violations.
- 6 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
7 2699.3(a) and any employer response to that notice shall be
8 accompanied by a filing fee of seventy-five dollars (\$75).
- 9 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
10 employer and the aggrieved employee by certified mail that it does not
11 intend to investigate the alleged violation within sixty (60) calendar
12 days of the postmark date of the Employee’s Notice. Upon receipt of
13 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
14 five (65) calendar days of the postmark date of the Employee’s Notice,
15 the aggrieved employee may commence a civil action pursuant to
16 California Labor Code section 2699 to recover civil penalties in addition
17 to any other penalties to which the employee may be entitled.

18 45. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
19 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
20 provision other than those listed in Section 2699.5 after the following requirements have been
21 met:

- 22 (a) The aggrieved employee or representative shall give written notice by
23 online filing to the LWDA and by certified mail to the employer of the
24 specific provisions of the California Labor Code alleged to have been
25 violated (other than those listed in Section 2699.5), including the facts
26 and theories to support the alleged violation.
- 27 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
28 2699.3(c) and any employer response to that notice shall be

1 accompanied by a filing fee of seventy-five dollars (\$75).

2 (c) The employer may cure the alleged violation within thirty-three (33)
3 calendar days of the postmark date of the notice. The employer shall
4 give written notice by certified mail within that period of time to the
5 aggrieved employee or representative and the agency if the alleged
6 violation is cured, including a description of actions taken, and no civil
7 action pursuant to Section 2699 may commence. If the alleged violation
8 is not cured within the 33-day period, the employee may commence a
9 civil action pursuant to Section 2699.

10 46. On May 20, 2020, Plaintiff provided written notice by online filing to the
11 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
12 Code alleged to have been violated, including facts and theories to support the alleged
13 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
14 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
15 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
16 Plaintiff PAGA Case Number LWDA-CM-787308-20. A true and correct copy of Plaintiff's
17 written notice to the LWDA and Defendants dated May 20, 2020, is attached hereto as
18 "Exhibit 1."

19 47. As of the filing date of this complaint, over 65 days have passed since Plaintiff
20 sent the initial LWDA Notice described above, and the LWDA has not responded that it
21 intends to investigate Plaintiff's claims, and Defendants have not cured the violations.

22 48. Thus, Plaintiff has satisfied the administrative prerequisites under California
23 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
24 violations of California Labor Code sections 201, 202, 203, 204, 212, 213, 221, 223, 224,
25 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, and 1198.

26 49. Labor Code section 558(a) provides "[a]ny employer or other person acting on
27 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
28 provision regulating hours and days of work in any order of the Industrial Welfare

Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties under Labor Code section 558 for himself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC wage order. Plaintiff, acting in the public interest as private attorney general, does not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC wage order.

50. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved Employees’ rights by violating various sections of the California Labor Code as set forth above.

51. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

52. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, and 1198.

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1 **FIRST CAUSE OF ACTION**

2 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

3 **(Against all Defendants)**

4 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 54. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
7 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
8 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 212, 213,
9 221, 223, 224, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, and 1198. Labor Code section
10 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for
11 violations of those Labor Code sections not found in section 2699.5, including sections 516
12 and 1182.12.

13 55. Defendants’ conduct, as alleged herein, violates numerous sections of the
14 California Labor Code, including, but not limited to, the following:

- 15 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC
16 wage order for Defendants’ failure to compensate Plaintiff and other
17 non-party Aggrieved Employees with all required overtime pay, as set
18 forth below;
- 19 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1198, and the
20 applicable IWC wage order for Defendants’ failure to compensate
21 Plaintiff and other non-party Aggrieved Employees with at least
22 minimum wages for all hours worked as set forth below;
- 23 (c) Violation of Labor Code sections 226.7, 512, 516, 1198, and the
24 applicable IWC wage order for Defendants’ failure to provide Plaintiff
25 and other non-party Aggrieved Employees with meal periods, as set
26 forth below;
- 27 (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable
28 IWC wage order for Defendants’ failure to authorize and permit

1 Plaintiff and other non-party Aggrieved Employees to take rest periods,
2 as set forth below;

3 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC
4 wage order for failure to provide accurate and complete wage statements
5 to Plaintiff and other non-party Aggrieved Employees, as set forth
6 below;

7 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable
8 IWC wage order for failure to maintain payroll records as set forth
9 below;

10 (g) Violation of Labor Code section 204 for failure to pay all earned wages
11 during employment as set forth below;

12 (h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all
13 earned wages upon termination as set forth below;

14 (i) Violation of Labor Code sections 212 and 213 for issuing instruments
15 for the payment of wages that were not payable in cash on demand,
16 without discount, and with prior authorization as set forth below;

17 (j) Violation of Labor Code sections 221 and 224 for unlawfully deducting
18 a portion of wages previously paid to Plaintiff and other non-party
19 Aggrieved Employees, as set forth below;

20 (k) Violation of Labor Code section 223 for secretly paying Plaintiff and
21 other non-party Aggrieved Employees lower wages than required by
22 statute, while purporting to pay the proper wages, as set forth below;
23 and

24 (l) Violation of Labor Code section 1198 for failing to provide suitable
25 seating to Plaintiff and other non-party Aggrieved Employees, as set
26 forth below.

27 //

28 //

1 **FAILURE TO PAY OVERTIME**

2 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

3 56. Labor Code section 1198 makes it illegal to employ an employee under
4 conditions of labor that are prohibited by the applicable wage order. California Labor Code
5 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
6 be the . . . standard conditions of labor for employees. The employment of any employee . . .
7 under conditions of labor prohibited by the order is unlawful.”

8 57. California Labor Code section 1198 and the applicable IWC Wage Order
9 provide that it is unlawful to employ persons without compensating them at a rate of pay
10 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
11 number of hours worked by the person on a daily or weekly basis.

12 58. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
14 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
15 one-half (1½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
16 hours in a workweek.

17 59. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
19 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
20 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
21 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

22 60. California Labor Code section 510 codifies the right to overtime compensation
23 at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8)
24 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
25 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
26 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
27 in a day on the seventh (7th) day of work.

28 61. During the relevant time period, Defendants willfully failed to pay all overtime

1 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
2 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
3 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
4 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
5 not recorded.

6 62. First, during the relevant time period, Defendants had, and continue to have, a
7 company-wide policy of strictly limiting employees from accruing overtime, which led to
8 Plaintiff and other non-party Aggrieved Employees performing work off-the-clock after their
9 shifts in order to complete their assigned tasks. Plaintiff and other non-party Aggrieved
10 Employees were forced to work off-the-clock performing tasks outside of their scheduled shift
11 times, but were not provided a means by Defendants to account for this time. For example,
12 Plaintiff was asked by management on at least two occasions to complete mandatory online
13 trainings after he had clocked out. At all times, Plaintiff and other non-party Aggrieved
14 Employees remained under the control of Defendants. This off-the-clock work could have
15 been recorded by Defendants, but they refused to do so to avoid payment of additional wages
16 to Plaintiff and other non-party Aggrieved Employees.

17 63. Second, Defendants had, and continue to have, a company-wide policy and/or
18 practice of strictly staffing their restaurant locations based on the labor hours allocated by
19 each restaurant's labor or payroll budget, which has resulted in and continues to result in
20 chronic understaffing and a lack of adequate meal period coverage, because there were too
21 few employees on duty to handle the workload and attend to customers. As a result of this
22 inadequate meal period coverage, Plaintiff and other non-party Aggrieved Employees worked
23 through meal periods or had their meal periods interrupted or cut short because there were
24 not enough employees on duty to meet customer demands. For example, Plaintiff's unpaid
25 meal periods were interrupted at least twice per week by Defendants' management assignment
26 of tasks to him during his meal periods. Additionally, Defendants' company-wide
27 timekeeping system locked Plaintiff and other non-party Aggrieved Employees out once they
28 clocked out for a meal period and would not permit them to clock back in from a meal before

1 30 minutes elapsed, preventing Plaintiff and other non-party Aggrieved Employees from
2 recording all hours worked when their meal periods were shortened or interrupted.
3 Consequently, Plaintiff and other non-party Aggrieved Employees performed work during
4 meal periods for which they were not paid.

5 64. Defendants knew or should have known that, as a result of these company-wide
6 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
7 their assigned duties off-the-clock, and were suffered or permitted to perform work for which
8 they were not paid. Because Plaintiff and other non-party Aggrieved Employees sometimes
9 worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this
10 off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and other non-
11 party Aggrieved Employees were not paid overtime wages for all of the overtime hours they
12 actually worked.

13 65. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
14 the balance of overtime compensation as required by California law, violates the provisions of
15 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
16 Employees are entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
17 2699(a), (f), and (g).

18 **FAILURE TO PAY MINIMUM WAGES**

19 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

20 66. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
21 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
22 to be paid to employees, and the payment of a wage less than the minimum so fixed is
23 unlawful. Compensable work time is defined by the applicable wage order as "the time
24 during which an employee is subject to the control of an employer, and includes all the time
25 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code.
26 Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

27 67. As set forth above, due to Defendants' restrictions on overtime accrual,
28 Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees

1 for actual hours worked after scheduled shifts, because these hours were not accurately
2 recorded. Additionally, as stated above, due to Defendants' uniform practice of utilizing labor
3 budgets, resultant understaffing and a lack of meal period coverage, Plaintiff and other non-
4 party Aggrieved Employees were impeded from taking all uninterrupted meal periods to
5 which they were entitled and were required to work off-the-clock. In addition, Defendants
6 systematically failed to pay Plaintiff and other non-party Aggrieved Employees for actual
7 hours worked during unpaid meal periods because these hours were not always correctly
8 recorded. As set forth above, Defendants' timekeeping system did not permit Plaintiff and
9 other non-party Aggrieved Employees to clock back in early when their meal periods were
10 interrupted.

11 68. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
12 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
13 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
14 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
15 1194, 1197, and 1198.

16 69. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
17 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
18 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
19 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

20 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
21 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

22 70. At all relevant times herein set forth, the applicable IWC Wage Order(s) and
23 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff and
24 non-party Aggrieved Employees' employment by Defendants.

25 71. At all relevant times herein set forth, California Labor Code section 512(a)
26 provides that an employer may not require, cause, or permit an employee to work for a period
27 of more than five (5) hours per day without providing the employee with a meal period of not
28 less than thirty (30) minutes, except that if the total work period per day of the employee is

1 not more than six (6) hours, the meal period may be waived by mutual consent of both the
2 employer and the employee. Under California law, first meal periods must start after no more
3 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal.
4 2012).

5 72. At all relevant times herein set forth, California Labor Code section 226.7,
6 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
7 meal period mandated by an applicable order of the IWC.

8 73. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
9 and the applicable IWC Wage Order also require employers to provide a second meal period
10 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
11 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
12 total hours worked is no more than twelve (12) hours, the second meal period may be waived
13 by mutual consent of the employer and the employee only if the first meal period was not
14 waived.

15 74. As stated, Defendants have, and continue to have, a company-wide policy
16 and/or practice of understaffing pursuant to their labor budget practices, while simultaneously
17 assigning heavy workloads, which resulted in a lack of meal period coverage and prevented
18 Plaintiff and other non-party Aggrieved Employees from taking all timely, uninterrupted meal
19 periods to which they were entitled. Additionally, Defendants had a practice and/or policy of
20 failing to schedule meal periods, resulting in Plaintiff and other non-party Aggrieved
21 Employees having their meal periods cut short to return to work or waiting extended periods
22 of time before taking meal periods, due to the workload. As a result of Defendants' practices
23 and/or policies, Plaintiff and other non-party Aggrieved Employees were forced to work in
24 excess of five (5) hours before taking a meal period and, at times, had their meal periods
25 interrupted, and/or had to forgo their meal periods altogether. For example, Plaintiff
26 periodically missed meal periods due to the heavy workload and lack of coverage, and would
27 have his meal periods interrupted twice per week due to management assigning tasks during
28 his meal periods.

1 75. Further, as described above, Defendants implemented an electronic
2 timekeeping system that locked Plaintiff and other non-party Aggrieved Employees out and
3 prevented them from clocking in early before the end of their 30-minute meal period. As a
4 result of Defendants' timekeeping system, Plaintiff and other non-party Aggrieved Employees
5 were prevented from accurately recording when they had to return early from a meal period so
6 that they could be compensated for that time.

7 76. Defendants knew or should have known that as a result of their non-compliant
8 policies and practice of understaffing locations due to labor budgeting, that Plaintiff and other
9 non-party Aggrieved Employees were not actually relieved of all duties to take timely,
10 uninterrupted meal periods. Defendants further knew or should have known that they did not
11 pay Plaintiff and other non-party Aggrieved Employees meal period premium wages when
12 they were missed, late, short, and/or interrupted.

13 77. Defendants also have engaged in a company-wide practice and/or policy of not
14 paying meal period premiums owed when compliant meal periods are not provided. Because
15 of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not
16 received premium pay for missed, interrupted, or late meal periods.

17 78. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
18 Employees compliant meal periods and failed to pay the full meal period premiums due.
19 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code
20 sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
21 entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and
22 (g).

23 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

24 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

25 79. At all relevant times herein set forth, the applicable IWC Wage Order and
26 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
27 non-party Aggrieved Employees' employment by Defendants.

28 80. At all relevant times, the applicable IWC Wage Order provides that "[e]very

1 employer shall authorize and permit all employees to take rest periods, which insofar as
2 practicable shall be in the middle of each work period” and that the “rest period time shall be
3 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
4 hours or major fraction thereof” unless the total daily work time is less than three and one-half
5 (3½) hours.

6 81. At all relevant times, California Labor Code section 226.7 provides that no
7 employer shall require an employee to work during any rest period mandated by an applicable
8 order of the California IWC. To comply with its obligation to authorize and permit rest
9 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
10 employer must “relinquish any control over how employees spend their break time, and
11 relieve their employees of all duties—including the obligation that an employee remain on
12 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
13 *Inc.*, 2 Cal. 5th 257, 269-270 (2016).

14 82. Pursuant to the applicable IWC Wage Order and California Labor Code section
15 226.7, Plaintiff and other non-party Aggrieved Employees are entitled to recover from
16 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
17 required rest period was not authorized and permitted.

18 83. During the relevant time period, Defendants regularly failed to authorize and
19 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
20 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
21 Defendants’ company-wide practices, including understaffing while assigning heavy
22 workloads, resulted in a lack of rest period coverage and prevented Plaintiff and other non-
23 party Aggrieved Employees from being relieved of all duty in order to take compliant rest
24 periods. Defendant also failed to schedule rest periods, which, coupled with Defendants’
25 failure to provide adequate rest period coverage, further led to Defendant and other non-party
26 Aggrieved Employees not being authorized and permitted to take rest periods.

27 84. Furthermore, Defendant maintained and implemented a written on-premises
28 rest period policy, which mandated that Plaintiff and other non-party Aggrieved Employees

1 remain on Defendants' premises during their rest periods. Specifically, the non-compliant
2 policy states that employees "must remain on the facility premises" during rest periods. Upon
3 information and belief, Defendants' company-wide on-premises rest period policy prevented
4 Plaintiff and other non-party Aggrieved Employees from being relieved of all duties for rest
5 periods and caused them to perform work during rest periods.

6 85. As a result of Defendants' practices and policies, Plaintiff and other non-party
7 Aggrieved Employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
8 excess of 10 hours without receiving all ten (10) minute rest periods to which they were
9 entitled. For example, Plaintiff frequently worked through his shifts without taking his 10-
10 minute rest periods due to the workload, the lack of coverage, and failure to schedule rest
11 periods.

12 86. Defendants also have engaged in a company-wide practice and/or policy of not
13 paying all rest period premiums owed when compliant rest periods are not authorized or
14 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
15 Employees have not received premium pay for all missed rest periods.

16 87. Defendants' conduct violates the applicable IWC Wage Order and California
17 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
18 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
19 558 and/or 2699(a), (f), and (g).

20 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
21 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

22 88. At all relevant times herein, California Labor Code section 226(a) provides that
23 every employer shall furnish each of his or her employees an accurate and complete itemized
24 wage statement in writing, including, but not limited to, the name and address of the legal
25 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
26 applicable rates of pay.

27 89. During the relevant time period, Defendants have knowingly and intentionally
28 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and

1 inaccurate wage statements. For example, Defendants issued uniform wage statements to
2 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
3 earned; total hours worked; net wages earned; the correct name of the legal entity that is the
4 employer; and all applicable hourly rates in effect during the pay period, including overtime
5 rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically,
6 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

7 90. First, because Defendants did not record the time Plaintiff and other non-party
8 Aggrieved Employees spent working off-the-clock and deducted time from their records for
9 meal periods that were interrupted and/or missed (and therefore time for which they should
10 have been paid), Defendants did not list the correct amount of gross wages and net wages
11 earned by Plaintiff and other non-party Aggrieved Employees in compliance with section
12 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total
13 number of hours worked by Plaintiff and other non-party Aggrieved Employees in violation of
14 section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay
15 period and corresponding accurate number of work hours worked at each hourly rate in
16 violation of section 226(a)(9).

17 91. Second, separate from these violations, Defendants issued uniform wage
18 statements to Plaintiff and other non-party Aggrieved Employees that failed to correctly list
19 the name of the legal entity of the actual employer in violation of 226(a)(8). The purpose of
20 section 226(a)(8) is to provide California employees with transparency as to the true identity
21 of their employer, to allow the employee to contact their employer during employment in the
22 future for various reasons, including filing an administrative claim, judicial claim, or other
23 action to seek relief against their employer, to obtain unemployment benefits, etc. Plaintiff's
24 and other non-party Aggrieved Employees' wage statements incorrectly list the employer as
25 "RED LOBSTER RESTAURANTS LLC," but, according to the California Secretary of
26 State's website, there is no such entity by this name.

27 92. The wage statement deficiencies also include, without limitation, failing to list
28 the number of piece-rate units earned and any applicable piece rate if the employee is paid on

1 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and
2 only the last four digits of his or her social security number or an employee identification
3 number other than a social security number; failing to list the address of the legal entity that is
4 the employer; failing to list the inclusive dates of the period for which aggrieved employees
5 were paid; and/or failing to state all hours worked as a result of not recording or stating hours
6 worked off-the-clock.

7 93. California Labor Code section 1198 provides that the maximum hours of work
8 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
9 set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he
10 employment of any employees for longer hours than those fixed by the order or under
11 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
12 Wage Order, employers are required to keep accurate time records showing when the
13 employee begins and ends each work period and meal period. During the relevant time
14 period, Defendants failed, on a company-wide basis, to keep accurate records of work period
15 and meal period start and stop times for Plaintiff and other non-party Aggrieved Employees,
16 in violation of section 1198. As stated, Defendants engaged in a company-wide practice
17 and/or policy of recording that compliant meal periods were taken regardless of if or when
18 meal periods were actually taken, and thereby failed to keep accurate records of meal start and
19 end times for Plaintiff and other non-party Aggrieved Employees.

20 94. California Labor Code section 1174(d) provides that “[e]very person employing
21 labor in this state shall ... [k]eep a record showing the names and addresses of all employees
22 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
23 plants or establishments at which employees are employed, payroll records showing the hours
24 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
25 applicable piece rate paid to, employees employed at the respective plants or
26 establishments...” At all relevant times, and in violation of Labor Code section 1174(d),
27 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
28 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto

1 as a result of failing to record the off-the-clock hours that they worked.

2 95. Because Defendants' violations of 226(a) and 1174(d) were committed against
3 Plaintiff and other non-party Aggrieved Employees, Plaintiff and other non-party Aggrieved
4 Employees are entitled to recover civil penalties pursuant to Labor Code sections 226.3,
5 1174.5, and/or 2699(a), (f), and (g).

6 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

7 **VIOLATION OF LABOR CODE SECTION 204**

8 96. At all relevant times herein set forth, California Labor Code section 204
9 requires that all wages earned by any person in any employment between the 1st and the 15th
10 days, inclusive, of any calendar month, other than those wages due upon termination of an
11 employee, are due and payable between the 16th and the 26th day of the month during which
12 the labor was performed. Labor Code section 204 further provides that all wages earned by
13 any person in any employment between the 16th and the last day, inclusive, of any calendar
14 month, other than those wages due upon termination of an employee, are due and payable
15 between the 1st and the 10th day of the following month.

16 97. At all relevant times herein, California Labor Code section 204 also requires
17 that all wages earned for labor in excess of the normal work period shall be paid no later than
18 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
19 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
20 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
21 more than seven (7) calendar days following the close of the payroll period.

22 98. During the relevant time period, Defendants willfully failed to pay Plaintiff and
23 other non-party Aggrieved Employees all wages due to them within any time period specified
24 by California Labor Code section 204 including, but not limited to, overtime wages, minimum
25 wages, and/or meal and rest period premium wages.

26 99. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
27 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

28 //

1 **FAILURE TO PAY WAGES UPON TERMINATION**

2 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

3 100. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
4 that if an employer discharges an employee, the wages earned and unpaid at the time of
5 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
6 her employment, his or her wages shall become due and payable not later than seventy-two
7 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
8 his or her intention to quit, in which case the employee is entitled to his or her wages at the
9 time of quitting.

10 101. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
11 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
12 above, including but not limited to, overtime wages, minimum wages, and/or meal and rest
13 period premium wages, either at the time of discharge, or within seventy-two (72) hours of
14 their leaving Defendants' employ.

15 102. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
16 who are no longer employed by Defendants their wages earned and unpaid at the time of
17 discharge, or within seventy-two (72) hours of their leaving Defendant's employ, violates
18 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
19 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
20 2699(a), (f), and (g).

21 **UNLAWFUL DISCOUNT OF WAGES**

22 **VIOLATION OF LABOR CODE SECTIONS 212 AND 213**

23 103. California Labor Code section 212 prohibits employers from issuing any
24 instruments for the payment of wages unless such instruments are negotiable and payable in
25 cash on demand and without discount, at some established place of business in the state, the
26 name and address of which must appear on the instrument. California Labor Code section 212
27 further prohibits employers from issuing payment of wages due in the form of any scrip,
28 coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or

1 redeemable otherwise than in money.

2 104. California Labor Code section 213 permits employers to pay employees via
3 direct deposit so long as the employee authorizes payment via direct deposit.

4 105. Under California law, employers are permitted to fulfill their wage payment
5 obligations to employees by using payroll debit cards, but only so long as the employee is
6 given the choice as to whether to accept a payroll debit card as a form of payment. *Johnson*
7 *v. Sunrise Senior Living Management, Inc.*, No. 16 CV 00443 BRO RAOx, 2016 WL
8 8929249, *9 (C.D. Cal. May 5, 2016). In *Johnson*, the court stated that the Division of Labor
9 Standards Enforcement (“DLSE”) decision deeming payroll debit card program permissible
10 relied heavily on:

11 . . . [T]he fact that the pay programs were optional, thereby
12 allowing an employee to either participate in the program or
13 receive his or her pay in some other way, such as direct deposit.
14 Specifically, the DLSE opined that “[t]he success of the
15 described procedure, in practice, will of course require that . . .
16 it is presented as an *alternative* method for wage payment for
17 which [the employees’] participation is optional.” The DLSE
also stated, “[i]t is significant that the program does not
mandate employee participation in the Money Network Service
and that it is designed to provide an alternative for employees
receiving their wage payment. Employees are also given the
option of having their pay direct deposited into an account of
their choosing . . .” (internal citations omitted).

18 106. In addition, California law only permits employers to utilize payroll debit card
19 programs if they provide employees with effective access to their wages without discount.
20 The DLSE has interpreted Labor Code sections 212 and 213 as permitting employer use of
21 payroll debit cards where the following requirements are satisfied:

22 . . . (1) [T]he “wages [are] payable at some established place of
23 business in the state and there be at least 30 days of sufficient
24 funds for payment,”; (2) the employees are “fully informed of
25 the service and procedures and that it is represented as an
26 alternative method for wage payment for which their
participation is optional,”; (3) the employees receive “an
itemized wage statement,”; and (4) “at least one transaction per
pay period [is] without fee.”

27 *Ortiz v. Randstad North America, L.P.*, No. C-13-5050 MMC, 2015 WL
28 6202298 at 3.

1 107. Further, the DLSE notes that the Labor Code manifests:

2 . . . [A] strong public policy that prohibits an employer (or its
3 agent) from imposing conditions or obstacles which interfere
4 with or prevent an employee's (*sic*) from promptly receiving
5 their due wages *in full*. The imposition of a fee in order to
6 readily *access* one's earned and paid wage under a payroll card
7 program which is designed to discharge the employer's wage
8 payment obligations could impermissibly interfere with an
9 employee's receipt of *page* wages by creating a financial
10 condition which would have the *effect* of reducing or discounting
11 wages because such fee would be charged against the same
12 account in which wages are deposited." (Emphases in original)

13 *DLSE opinion letter 2008.07.07*. The DLSE has also acknowledged that payroll service
14 providers "effectively act as *agents* of the client employers in discharging the employer's
15 wage payment obligations." *Id.* In a second opinion letter, the DLSE stated that "[w]hile the
16 Labor Code does not purport to regulate the specific arrangements between employers and
17 payroll service providers, both an employer and, under the express language in Labor Code §
18 212- their *agent*, must comply with its requirements." *DLSE opinion letter 2008.07.07.2*.

19 108. During the relevant time period, Defendants had an agreement with a payroll
20 service provider for the issuance of payroll cards to employees, including Plaintiff and other
21 non-party Aggrieved Employees, to discharge their wage payment obligations to their
22 employees. On information and belief, Defendants had a practice and/or policy of
23 automatically issuing payroll debit cards to departing employees without giving them the
24 option to elect their form of payment for their final wages. For example, Plaintiff and other
25 non-party Aggrieved Employees received their final wages on a payroll debit card without a
26 choice of an alternative method, such as a written check. Instead, Defendants automatically
27 enrolled Plaintiff and other non-party Aggrieved Employees in their payroll debit card
28 program for the purpose of issuing their final wages to them.

 109. Moreover, under Defendants' payroll debit program, on information and belief,
Defendants did not permit Plaintiff and other non-party Aggrieved Employees to withdraw
their entire wages in at least one transaction without incurring a fee. For example, Plaintiff
utilized an ATM to try to withdraw his final wages but could not obtain the entire amount
because ATMs only disburse cash in limited denominations. Additionally, Plaintiff

1 encountered an ATM fee of approximately \$3.00 when he utilized an ATM to withdraw his
2 final payment from the payroll debit card, which resulted in a discount in his pay.

3 110. California courts recognize a policy favoring the full and prompt payment of
4 wages to employees. Defendants' payroll card program is inconsistent with this policy and for
5 the reasons alleged herein violates California Labor Code sections 212 and 213. Plaintiff and
6 other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant
7 to Labor Code sections 225.5 and/or 2699(a), (f), and (g).

8 **COLLECTING OR RECEIVING WAGES ALREADY PAID**

9 **VIOLATION OF LABOR CODE SECTION 221 AND 224**

10 111. At all times relevant herein, California Labor Code section 221 provides that it
11 shall be unlawful for any employer to collect or receive from an employee any part of wages
12 theretofore paid by said employer to said employee. California Labor Code section 224 also
13 provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a
14 deduction is expressly authorized in writing by the employee."

15 112. During the relevant time period, Defendants unlawfully deducted a portion of
16 wages previously paid to Plaintiff and/or other non-party Aggrieved Employees in violations
17 of California Labor Code section 221. Defendants systematically, and on a company-wide
18 basis, provided Plaintiff and other non-party Aggrieved Employees with payroll debit cards as
19 payment of their wages and/or final wages. Under Defendants' payroll debit card program,
20 Plaintiff and other non-party Aggrieved Employees were assessed various fees in connection
21 with their use of the payroll debit cards. Plaintiff and other non-party Aggrieved Employees
22 were required to pay per-transaction fees, ATM fees, in person teller fees, and/or other fees to
23 obtain and/or spend their earned and due wages. The fees charged to Plaintiff and other non-
24 party Aggrieved Employees resulted in a discount of their wages.

25 113. Defendants' payroll debit card program, which resulted in a discount of wages
26 to employees, is tantamount to taking deductions from Plaintiff's and other non-party
27 Aggrieved Employees' paychecks without their written authorization and therefore constitutes
28 an unlawful deduction of wages, in violation of Labor Code sections 221 and 224.

114. Defendants' conduct as alleged herein violates California Labor Code sections 221 and 224. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 225.5 and/or 2699(a), (f), and (g).

SECRET PAYMENT OF A LOWER WAGE

VIOLATION OF LABOR CODE SECTION 223

115. At all times, California Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

116. During the relevant time period, Defendants willfully and systematically issued payroll debit cards to Plaintiff and other non-party Aggrieved Employees that discounted their wages by charging various fees in connection with the use of the payroll debit cards. Defendants' payroll debit card program resulted in the payment of less than statutorily-required wages to Plaintiff and other non-party Aggrieved Employees. In doing so, Defendants acted with the intent to deprive Plaintiff and other non-party Aggrieved Employees of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law. Thus, Defendants paid Plaintiff and other non-party Aggrieved Employees lower wages than those they were entitled to while purporting that Plaintiff and other non-party Aggrieved Employees were properly paid.

117. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees the correct designated wage, while purporting to pay legal wages, is a violation of California Labor Code section 223. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to sections 225.5 and/or 2699(a), (f), and (g).

FAILURE TO PROVIDE SUITABLE SEATING

VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11050(14)(A)

118. At all relevant times herein, California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that "... the standard conditions of

1 labor fixed by the commission shall be the . . . standard conditions of labor for employees.
2 The employment of any employee . . . under conditions of labor prohibited by the order is
3 unlawful.”

4 119. California Code of Regulations, Title 8, section 11050(14)(A) provides that
5 “[a]ll working employees shall be provided with suitable seats when the nature of the work
6 reasonably permits the use of seats.”

7 120. Plaintiff alleges that Defendants’ California restaurant locations are generally
8 similar in their layout and design and there is ample space behind the host stands to allow for
9 the presence and use of a seat or stool by other non-party Aggrieved Employees during the
10 performance of their work duties. Defendants could have provided other non-party Aggrieved
11 Employees with a seat or stool at host stands with reasonable or no modification to these work
12 areas, but instead denied them seating and forced other non-party Aggrieved Employees to
13 stand throughout the day.

14 121. Other non-party Aggrieved Employees spent a substantial portion of their day
15 behind these host stands, regardless of their actual job title or description. The nature of the
16 work of an employee performing host duties can reasonably be accomplished from a seated
17 position. However, Defendants systematically, and on a company-wide basis, did not provide
18 seats or stools at or near each host stand, forcing employees, including other non-party
19 Aggrieved Employees, to stand throughout their work shifts.

20 122. During the relevant time period, Defendants violated California Labor Code
21 section 1198 and California Code of Regulations, Title 8, section 11050(14)(A), because other
22 non-party Aggrieved Employees were not allowed to sit, even when the nature of their work
23 would not have interfered with the performance of their duties, nor were they provided with
24 suitable seats. Other non-party Aggrieved Employees were assigned host duties, which were
25 performed from and connected to a host stand, and could have been performed from a seated
26 position without interference to their ability to complete these duties.

27 123. Defendants could have placed seats or stools at each host stand for use by other
28 non-party Aggrieved Employees with reasonable or no modification to these work areas.

1 However, on a company-wide basis, Defendants did not provide seats or stools at host stands.
2 Defendants' management did not inform other non-party Aggrieved Employees that they were
3 allowed to sit down, provide any means for them to sit down, or mention any policy regarding
4 sitting.

5 124. As a result of Defendants' company-wide policy and/or practice of prohibiting
6 employees assigned host duties from sitting during their shifts and failure to provide suitable
7 seating to these employees, other non-party Aggrieved Employees were forced to stand during
8 shifts and denied seats. Defendants' failure to provide suitable seating to other non-party
9 Aggrieved Employees violated and continues to violate California Labor Code section 1198
10 and IWC Wage Order 5-2001, Section 14(A).

11 125. Other non-party Aggrieved Employees are therefore entitled to recover civil
12 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

13 **FAILURE TO PROVIDE SUITABLE SEATING**
14 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
15 **REGULATIONS, TITLE 8, SECTION 11050(14)(B)**

16 126. At all relevant times herein, California Labor Code section 1198 makes it
17 illegal to employ an employee under conditions of labor that are prohibited by the applicable
18 wage order. California Labor Code section 1198 requires that "... the standard conditions of
19 labor fixed by the commission shall be the ... standard conditions of labor for employees.
20 The employment of any employee ... under conditions of labor prohibited by the order is
21 unlawful."

22 127. California Code of Regulations, Title 8, section 11050(14)(B) provides that
23 "[w]hen employees are not engaged in the active duties of their employment and the nature of
24 the work requires standing, an adequate number of suitable seats shall be placed in reasonable
25 proximity to the work area and employees shall be permitted to use such seats when it does
26 not interfere with the performance of their duties."

27 128. During the relevant time period, Defendants violated California Labor Code
28 section 1198 and California Code of Regulations, Title 8, section 11050(14)(B), because

1 Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even during lulls
2 in their work duties, nor were they provided with suitable seats in reasonable proximity to
3 their work areas.

4 129. Defendants did not provide Plaintiff and other non-party Aggrieved Employees
5 with seats or stools in reasonable proximity to their work to allow them to use seats when it
6 would not interfere with the performance of their duties for times when they were not engaged
7 in active duties that require standing. In other words, to the extent Plaintiff and other non-
8 party Aggrieved Employees engaged in duties in which the nature of the work required
9 standing, Defendants denied them the use of seats nearby when they were not engaged in
10 those duties. Even though the layout of Defendants' workplaces could accommodate seats or
11 stools with reasonable or no modification to these work areas, Defendants have, on a
12 company-wide basis, denied Plaintiff and other non-party Aggrieved Employees suitable
13 seating altogether.

14 130. As a result of Defendants' company-wide policy and/or practice prohibiting
15 employees from sitting at any time, even when they were not engaged in active duties
16 requiring standing, and company-wide failure to provide seats in reasonable proximity to their
17 work areas, Plaintiff and other non-party Aggrieved Employees were forced to stand during
18 shifts and denied seats. Defendants' failure to provide suitable seating to Plaintiff and other
19 non-party Aggrieved Employees violated and continues to violate California Labor Code
20 section 1198 and IWC Wage Order 7-2001, Section 14(B).

21 131. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
22 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

23 **REQUEST FOR JURY TRIAL**

24 Plaintiff requests a trial by jury.

25 **PRAYER FOR RELIEF**

26 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
27 judgment against Defendants, jointly and severally, as follows:

- 28 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars

1 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

2 **As to the First Cause of Action**

3 2. That the Court declare, adjudge and decree that Defendants violated the
4 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
5 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
6 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512, 516,
7 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
8 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
9 statements and maintain accurate payroll records); 201, 202, 203 (by failing timely to pay all
10 earned wages upon termination); 204 (by failing timely to pay all earned wages during
11 employment); 212 and 213 (by failing to make earned wages accessible without discount);
12 221 and 224 (by collecting and/or receiving wages already paid); 223 (by secretly paying
13 wages lower than required by statute); and 1198 (by failing to provide suitable seating).

14 3. For civil penalties, pursuant to California Labor Code sections 210, 225.5,
15 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections
16 201, 202, 203, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 1174(d),
17 1182.12, 1194, 1197, and 1198;

18 4. For attorneys' fees and costs pursuant to California Labor Code section
19 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
20 Labor Code sections 201, 202, 203, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 510, 512(a),
21 516, 1174(d), 1182.12, 1194, 1197, and 1198;

22 5. For pre-judgment and post-judgment interest as provided by law; and

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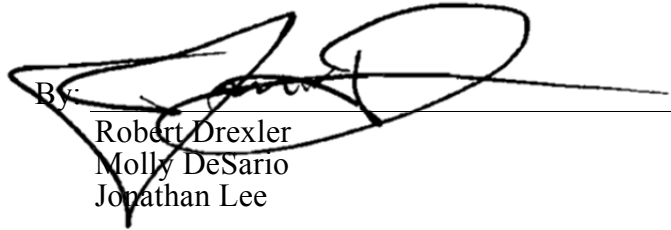
28 //

1 6. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: July 31, 2020

Respectfully submitted,

Capstone Law APC

6
7  By: _____
8 Robert Drexler
9 Molly DeSario
Jonathan Lee

10 Attorneys for Plaintiff Tony Doyle
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Exhibit 1

MICHELLE KENNEDY
310.712.8146 Direct
Michelle.Kennedy@capstonelawyers.com

May 20, 2020

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/266>)

Subject: *Tony Doyle v. Red Lobster Restaurants LLC, et al.*

Dear PAGA Administrator:

This office represents Tony Doyle in connection with his claims under the California Labor Code. Mr. Doyle was an employee of RED LOBSTER RESTAURANTS LLC, RED LOBSTER MANAGEMENT LLC, and/or RED LOBSTER HOSPITALITY LLC. For the purpose of this letter, Mr. Doyle collectively refers to these entities as “RED LOBSTER.”

The employers may be contacted directly at the addresses below:

RED LOBSTER RESTAURANTS LLC
450 S. ORANGE AVENUE, SUITE 800
ORLANDO, FL 32801

RED LOBSTER MANAGEMENT LLC
450 S. ORANGE AVENUE, SUITE 800
ORLANDO, FL 32801

RED LOBSTER HOSPITALITY LLC
450 S. ORANGE AVENUE, SUITE 800
ORLANDO, FL 32801

Mr. Doyle intends to seek civil penalties, attorney’s fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Doyle seeks relief on behalf of himself, the State of California, and other persons who are or were employed by RED LOBSTER as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

RED LOBSTER employed Mr. Doyle as an hourly paid, non-exempt employee from approximately May 2019 to March 2020. Mr. Doyle worked for RED LOBSTER as a Line Cook at its restaurant located in Sacramento, California. During his employment, Mr. Doyle typically worked six (6) to eight (8) hours per day, five (5) days per week, in the afternoons and evenings. At the time Mr. Doyle’s employment with RED LOBSTER ended, he earned approximately \$14.00 per hour. His job

duties included, without limitation, preparing food, baking, assembling meals, stocking food inventory, and cleaning the kitchen.

RED LOBSTER committed one or more of the following Labor Code violations against Mr. Doyle, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

RED LOBSTER’s Company-Wide and Uniform Payroll and HR Practices

Upon information and belief, RED LOBSTER RESTAURANTS LLC, RED LOBSTER MANAGEMENT LLC, and RED LOBSTER HOSPITALITY LLC are Delaware limited liability companies. RED LOBSTER owns and operates approximately 43 “Red Lobster” restaurant locations in California. Upon information and belief, RED LOBSTER maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Orlando, Florida, for all non-exempt, hourly paid employees working for RED LOBSTER in California, including Mr. Doyle and other aggrieved employees. At all relevant times, RED LOBSTER issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Doyle and other aggrieved employees, regardless of its location or position.

Upon information and belief, RED LOBSTER maintains a centralized Payroll department at its corporate headquarters in Orlando, Florida, which processes payroll for all non-exempt, hourly paid employees working for RED LOBSTER in California, including Mr. Doyle and other aggrieved employees. Further, RED LOBSTER issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Doyle and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, RED LOBSTER utilized the same methods and formulas when calculating wages due to Mr. Doyle and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

¹ These facts, theories, and claims are based on Mr. Doyle’s experience and counsel’s review of those records currently available relating to Mr. Doyle’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Doyle reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

RED LOBSTER willfully failed to pay all overtime wages owed to Mr. Doyle and other aggrieved employees. During the relevant time period, Mr. Doyle and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, RED LOBSTER had, and continues to have, a company-wide policy of discouraging and impeding Mr. Doyle and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Mr. Doyle and other aggrieved employees were forced to work off-the-clock performing tasks outside of their scheduled shift times, but were not provided a means by RED LOBSTER to account for this time. For example, Mr. Doyle was asked by management on at least two occasions to complete mandatory online trainings after he had clocked out. At all times, Mr. Doyle and other aggrieved employees remained under the control of RED LOBSTER. This off-the-clock work could have been recorded by RED LOBSTER, but it refused to do so to avoid payment of additional wages to Mr. Doyle and other aggrieved employees.

Second, on information and belief, RED LOBSTER had, and continues to have, a company-wide policy strictly staffing its restaurant locations based on the labor hours allocated by each restaurant's labor or payroll budget, which has resulted in, and continues to result in, chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. As a result of this inadequate meal period coverage, Mr. Doyle and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Mr. Doyle and other aggrieved employees worked through meal periods or had their meal periods cut short or interrupted because there were not enough employees on duty to meet customer demands. For example, Mr. Doyle's unpaid meal periods were interrupted at least twice per week by RED LOBSTER's management assigning him tasks during his meal periods. Consequently, Mr. Doyle and other aggrieved employees performed work during meal periods for which they were not paid.

Moreover, RED LOBSTER's company-wide timekeeping system further prevented Mr. Doyle and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Doyle and other aggrieved employees once they clocked out for a meal period and would not permit them to clock back in from a meal before the 30 minutes elapsed. Thus, RED LOBSTER's timekeeping system further prevented Mr. Doyle and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

RED LOBSTER knew or should have known that as a result of these company-wide practices and/or policies, Mr. Doyle and other aggrieved employees were working after their shifts and/or during their meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Doyle and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Doyle and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, RED LOBSTER did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, RED LOBSTER paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of

remuneration. However, in violation of the California Labor Code, RED LOBSTER failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, RED LOBSTER failed to pay all overtime wages by paying a lower overtime rate than required.

Mr. Doyle and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

As stated above, due to RED LOBSTER's restrictions on overtime accrual, RED LOBSTER systematically failed to pay Mr. Doyle and other aggrieved employees for actual hours worked after scheduled shifts, because these hours were not accurately recorded. Additionally, as set forth above, due to RED LOBSTER's uniform practice of utilizing labor budgets, resultant understaffing, and a lack of meal period coverage, Mr. Doyle and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Moreover, as stated, RED LOBSTER's timekeeping system did not permit Mr. Doyle and other aggrieved employees to clock back in early when their meal periods were interrupted.

Thus, RED LOBSTER did not pay at least minimum wages for off-the-clock hours that qualified for overtime premium payment. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, RED LOBSTER did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, and 1197.1. Accordingly, RED LOBSTER regularly failed to pay at least minimum wages to Mr. Doyle and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198.

Mr. Doyle and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, 1198 and the applicable IWC Wage Order require employers to provide meal and rest period and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except

that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

As set forth above, during the relevant time period, RED LOBSTER had, and continues to have, a company-wide policy and/or practice of understaffing its restaurant locations due to labor budgeting, which resulted in a lack of adequate meal period coverage and prevented Mr. Doyle and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Mr. Doyle and other aggrieved employees had to work through part or all of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, during his employment, Mr. Doyle would periodically miss meal periods due to the heavy workload and lack of coverage, and would have his meal periods interrupted twice per week due to supervisors assigning tasks during his meal periods.

Further, as described above, RED LOBSTER implemented an electronic timekeeping system that locked Mr. Doyle and other aggrieved employees out and prevented them from clocking in early before the end of their 30-minute meal period. As a result of RED LOBSTER's timekeeping system, Mr. Doyle and other aggrieved employees were prevented from accurately recording when they had to return early from a meal period so that they could be compensated for that time.

In addition, during the relevant time period, other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. Other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. Mr. Doyle and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

RED LOBSTER knew or should have known that as a result of its non-compliant policies and practice of understaffing locations, that Mr. Doyle and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. RED LOBSTER further knew or should have known that it did not pay Mr. Doyle and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted.

Furthermore, RED LOBSTER engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Doyle and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that RED LOBSTER did pay meal period premium wages to other aggrieved employees, it did so at the incorrect rates. Because RED LOBSTER did not properly calculate other aggrieved employees' regular rates of pay by including all remunerations, such incentive pay and/or nondiscretionary bonuses, any premiums paid for meal period violations were also paid at an incorrect rate and resulted in an underpayment of meal period premium wages.

Accordingly, RED LOBSTER failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Doyle and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties — including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, RED LOBSTER regularly failed to authorize and permit Mr. Doyle and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, RED LOBSTER's company-wide labor budget policies and resultant understaffing, prevented Mr. Doyle and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. RED LOBSTER also failed to schedule rest periods, which, coupled with RED LOBSTER's failure to provide adequate rest period coverage, further led to Mr. Doyle and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, RED LOBSTER maintained and implemented a written on-premises rest period policy, which mandated that Mr. Doyle and other aggrieved employees remain on RED LOBSTER's premises during their rest periods. Specifically, the non-compliant policy states that employees “must remain on the facility premises” during rest periods. Upon information and belief, RED LOBSTER's company-wide on-premises rest period policy prevented Mr. Doyle and other aggrieved employees from being relieved of all duties for rest periods and caused them to perform work during rest periods. *See example language from rest period policy below.*

A rest break is paid time when you are relieved of all work duties and responsibilities, although you must remain on the facility premises.[The 10-minute rest period begins at the time an employee reaches an area away from the work area that is appropriate for rest.]

As a result, Mr. Doyle and other aggrieved employees would work shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without being permitted and authorized to take all ten (10) minute rest periods to which they were entitled. For example, Mr. Doyle frequently worked through his shifts without taking his 10-minute rest periods due to the workload, the lack of coverage, and failure to schedule rest periods.

RED LOBSTER also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Alternatively, to the extent that RED LOBSTER did pay rest period premiums to other aggrieved employees, it did so at the incorrect rates. Because RED LOBSTER did not properly calculate other aggrieved employees' regular rates of pay by including all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, any premiums paid for rest period violations were also paid at an incorrect rate and resulted in an underpayment of rest period premium wages.

Accordingly, RED LOBSTER failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Doyle and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. RED LOBSTER has not provided Mr. Doyle and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, RED LOBSTER has knowingly and intentionally provided Mr. Doyle and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, RED LOBSTER issued uniform wage statements to Mr. Doyle and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the correct name of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, RED LOBSTER violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because RED LOBSTER did not record the time Mr. Doyle and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), RED LOBSTER did not list the correct amount of gross wages and net wages earned by Mr. Doyle and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, RED LOBSTER failed to accurately list the total number of hours worked by Mr. Doyle and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because RED LOBSTER did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime, RED LOBSTER did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, RED LOBSTER also failed to list the correct amount of net wages in violation of section 226(a)(5). RED LOBSTER also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for meal and rest premium wages, in violation of section 226(a)(9).

Third, and separate from these violations, RED LOBSTER issued uniform wage statements to Mr. Doyle and other aggrieved employees that failed to correctly list the name of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Mr. Doyle's and other aggrieved employees' wage statements incorrectly list the employer as "RED LOBSTER RESTAURANTS LLC," but, according to the California Secretary of State's website, there is no such entity by that name. *See example paystub below.*

<pre>CO-----Empl ID----- ***** ***** Dept : 0367-Sacramento-Howe Location : Howe Ave - Sacramento, Ca Red Lobster Restaurants LLC 450 S. Orange Avenue, Suite 800 Orlando, FL 32801 Taxable Marital Status: Exemptions Addl Amt Addl % Fed: CA(M): Sick Hrs Avail:</pre>	Earnings Statement Page 001 of 001 Period Beg/End: 10/07/2019 - 10/13/2019 Advice Date: 10/18/2019 Advice Number: Batch Number:
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The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), RED LOBSTER willfully failed to maintain accurate payroll records for Mr. Doyle and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, RED LOBSTER failed, on a company-wide basis, to keep accurate records of meal period start and stop times for Mr. Doyle and other aggrieved employees, in violation of section 1198. As stated, RED LOBSTER engaged in a company-wide practice and/or policy of recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Mr. Doyle and other aggrieved employees. Furthermore, in light of RED LOBSTER’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, RED LOBSTER kept no records of meal start and end times for second meal periods.

Because RED LOBSTER failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Doyle and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Doyle and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Doyle and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, RED LOBSTER failed to pay Mr. Doyle and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Mr. Doyle and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

RED LOBSTER willfully failed to pay Mr. Doyle and other aggrieved employees who are no longer employed by RED LOBSTER all their earned wages, including, but not limited to, overtime wages, minimum wages, and meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving RED LOBSTER's employ in violation of California Labor Code sections 201, 202, and 203.

Mr. Doyle and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 212 and 213 – Unlawful Direct Deposit and Discount of Wages

California Labor Code section 212 prohibits employers from issuing any instruments for the payment of wages unless such instruments are negotiable and payable in cash on demand and without discount. California Labor Code section 213 permits employers to pay employees via direct deposit so long as the employee authorizes payment via direct deposit. Under California law, employers are also permitted to fulfill their wage payment obligations to employees by using payroll debit cards, but only under certain circumstances. Employer use of payroll debit cards is permitted only so long as the employee is given the choice as to whether to accept a payroll debit card as a form of payment. *Johnson v. Sunrise Senior Living Management, Inc.*, No. 16 CV 00443 BRO RAOx, 2016 WL 8929249, *9 (C.D. Cal. May 5, 2016). In *Johnson*, the court stated that the Division of Labor Standards Enforcement ("DLSE") decision deeming payroll debit card program permissible relied heavily on:

. . . [T]he fact that the pay programs were optional, thereby allowing an employee to either participate in the program or receive his or her pay in some other way, such as direct deposit. Specifically, the DLSE opined that "[t]he success of the described procedure, in practice, will of course require that . . . it is presented as an *alternative* method for wage payment for which [the employees'] participation is optional." The DLSE also stated, "[i]t is significant that the program does not mandate employee participation in the Money Network Service and that it is designed to provide an alternative for employees receiving their wage payment. Employees are also given the option of having their pay direct deposited into an account of their choosing" (internal citations omitted).

In addition, employers can only utilize payroll debit card programs if they provide employees with effective access to their wages without discount. The DLSE has interpreted Labor Code sections 212

and 213 as permitting employer use of payroll debit cards where the following requirements are satisfied:

- (1) [T]he “wages [are] payable at some established place of business in the state and there be at least 30 days of sufficient funds for payment,”
- (2) the employees are “fully informed of the service and procedures and that it is represented as an alternative method for wage payment for which their participation is optional,”
- (3) the employees receive “an itemized wage statement,” and
- (4) “at least one transaction per pay period [is] without fee.”

Ortiz v. Randstad North America, L.P., No. C-13-5050 MMC, 2015 WL 6202298 at 3.

Further, the DLSE notes that the Labor Code manifests:

. . . [A] strong public policy that prohibits an employer (or its agent) from imposing conditions or obstacles which interfere with or prevent an employee’s (*sic*) from promptly receiving their due wages *in full*. The imposition of a fee in order to readily *access* one’s earned and paid wages under a payroll card program which is designed to discharge the employer’s wage payment obligations could impermissibly interfere with an employee’s receipt of paid wages by creating a financial condition which would have the *effect* of reducing or discounting wages because such fee would be charged against the same account in which wages are deposited. (emphases in original)

DLSE opinion letter 2008.07.07. The DLSE has also acknowledged that payroll service providers “effectively act as *agents* of the client employers in discharging the employer’s wage payment obligations.” *Id.* In a second opinion letter, the DLSE stated that “[w]hile the Labor Code does not purport to regulate the specific arrangements between employers and payroll service providers, both an employer and, under the express language in Labor Code § 212- their *agent*, must comply with its requirements.” *DLSE opinion letter 2008.07.07.2*.

During the relevant time period, RED LOBSTER had an agreement with a payroll service provider for the issuance of payroll cards to employees, including Mr. Doyle and other aggrieved employees, to discharge its wage payment obligations to its employees. On information and belief, RED LOBSTER had a practice and/or policy of automatically issuing payroll debit cards to departing employees without giving them the option to elect their form of payment for their final wages. RED LOBSTER’s payroll debit card program was not voluntary or optional to employees. RED LOBSTER had a practice and/or policy of automatically issuing payroll debit cards to employees without giving them the option to elect their form of payment for their final wages. For example, Mr. Doyle received his final wages on a payroll debit card without a choice of an alternative method, including a written check. Instead, RED LOBSTER automatically enrolled Mr. Doyle in its payroll debit card payment for the purpose of issuing his final wages to him.

Moreover, under RED LOBSTER’s payroll debit program, on information and belief, RED LOBSTER did not permit Mr. Doyle and other aggrieved employees to withdraw their entire wages in at least one transaction without incurring a fee. For example, Mr. Doyle utilized an ATM to try to withdraw his final wages but could not obtain the entire amount because ATMs only disburse cash in limited denominations. Additionally, Mr. Doyle also encountered an ATM fee of approximately

\$3.00 when he utilized an ATM to withdraw his final payment from the payroll debit card, which resulted in a discount in his pay.

California courts recognize a policy favoring the full and prompt payment of wages to employees. RED LOBSTER's payroll card program is inconsistent with this policy. Because RED LOBSTER's company-wide payroll debit card program is involuntary and denies aggrieved employees of easy access to the entirety of their wages, the program violates California Labor Code sections 212 and 213. Mr. Doyle and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 221 and 224 – Unlawful Deductions

California Labor Code section 221 provides that it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. California Labor Code section 224 also provides in pertinent part that it is lawful to withhold a portion of the employee's wages if "a deduction is expressly authorized in writing by the employee." During the relevant time period, RED LOBSTER unlawfully deducted a portion of wages previously paid to Mr. Doyle and other aggrieved employees in violation of California Labor Code section 221.

RED LOBSTER systematically, and on a company-wide basis, provided Mr. Doyle and other aggrieved employees with payroll debit cards as payment of their wages and/or final wages. Under RED LOBSTER's payroll debit card program, Mr. Doyle and other aggrieved employees were assessed various fees in connection with their use of the payroll debit cards. Mr. Doyle and other aggrieved employees were required to pay per-transaction fees, ATM fees, in-person teller fees, and/or other fees to obtain and/or spend their earned and due wages. The fees charged to Mr. Doyle and other aggrieved employees resulted in a discount of their wages.

RED LOBSTER's payroll debit card program, which resulted in a discount of wages to employees, is tantamount to taking deductions from Mr. Doyle's and other aggrieved employees' paychecks without their written authorization and therefore constitutes an unlawful deduction of wages, in violation of Labor Code sections 221 and 224. Mr. Doyle and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 223 – Secret Payment of Lower Wages

California Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

During the relevant time period, RED LOBSTER willfully and systematically issued payroll debit cards to Mr. Doyle and other aggrieved employees. The payroll debit cards discounted the wages of Mr. Doyle and other aggrieved employees by charging various fees in connection with the use of the payroll debit cards. RED LOBSTER's payroll debit card program resulted in the payment of less than statutorily-required wages to Mr. Doyle and other aggrieved employees. In doing so, RED LOBSTER acted with the intent to deprive Mr. Doyle and other aggrieved employees of statutory wages, including, but not limited to, overtime wages and minimum wages to which they were entitled to under California law. Thus, RED LOBSTER paid Mr. Doyle and other aggrieved

employees lower wages than those they were entitled to while purporting that Mr. Doyle and other aggrieved employees were properly paid.

Mr. Doyle and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 225.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

RED LOBSTER’s California restaurants are generally similar in their layout and design and there was, and continues to be, space behind host stands to allow for the presence and use of a seat or stool by other aggrieved employees during the performance of their work duties. RED LOBSTER could provide other aggrieved employees with a seat or stool at its host stands, with reasonable or no modification to these work areas, but instead denies employees seating and forces other aggrieved employees to stand throughout the day.

Other aggrieved employees spent a substantial portion of their day behind or at these host stands. The nature of the work of an employee performing host duties at host stands can reasonably be accomplished from a seated position. However, as set forth herein, RED LOBSTER systematically, and on a company-wide basis, does not provide seats or stools at or near the host stands, forcing other aggrieved employees to stand throughout their work shifts.

RED LOBSTER violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A) because other aggrieved employees were not allowed to sit, even when it would not have interfered with the performance of their duties, nor were they provided with suitable seats. RED LOBSTER’s management did not inform other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of RED LOBSTER's company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, other aggrieved employees were forced to stand during shifts and denied seats. RED LOBSTER's failure to provide suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 5-2001, Section 14(A).

Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring RED LOBSTER into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that section 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under section 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under section 14(B) during “lulls in operation.” *Id.*

As stated, RED LOBSTER's California restaurants are generally similar in their layout and design and there was, and continues to be, space near their work areas to allow for the presence and use of a seat or stool by Mr. Doyle and other aggrieved employees during lulls in operation. RED LOBSTER could provide Mr. Doyle and other aggrieved employees with a seat or stool in its work areas, with reasonable or no modification to these work areas, but instead denies employees seating and forces Mr. Doyle and other aggrieved employees to stand throughout the day.

RED LOBSTER did not provide Mr. Doyle and other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Mr. Doyle and other aggrieved employees engaged in duties in which the nature of the work required standing, RED LOBSTER denied them the use of seats nearby during lulls in their work duties. Moreover, RED LOBSTER did not inform Mr. Doyle and other aggrieved employees of their rights to a seat or stool under California law.

As a result of RED LOBSTER's company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Mr. Doyle and

other aggrieved employees were forced to stand during shifts and denied seats. RED LOBSTER's failure to provide suitable seating to Mr. Doyle and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 5-2001, Section 14(B).

Mr. Doyle and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring RED LOBSTER into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." RED LOBSTER, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Doyle's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Doyle seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Doyle, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against RED LOBSTER for violations of California Labor Code sections 201, 202, 203, 204, 212, 213, 221, 223, 224, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

Therefore, on behalf of all aggrieved employees, Mr. Doyle seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Mr. Doyle's reasonable attempt to settle his dispute with RED LOBSTER prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform RED LOBSTER of Mr. Doyle's aforementioned grievances and the proposed remedies as detailed below, while affording RED LOBSTER a reasonable opportunity to satisfy Mr. Doyle's demands.

Demand is hereby made that RED LOBSTER shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. RED LOBSTER shall pay Mr. Doyle and all other aggrieved employees employed by RED LOBSTER at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.

2. RED LOBSTER shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. RED LOBSTER shall conduct a survey or interview all current and former aggrieved employees in California who worked for RED LOBSTER in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; and the number of rest periods which were not authorized and permitted, with the investigation to be completed within 60 days.
4. RED LOBSTER shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512, 516, and 1198. RED LOBSTER also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. RED LOBSTER shall pay each aggrieved employee unpaid wages and compensation for violations arising from its unlawful use of payroll debit cards, including unlawful direct deposit and discount of wages (Labor Code sections 212 and 213), unlawful deductions (Labor Code sections 221 and 224), secret payment of lower wages (Labor Code section 223).
6. RED LOBSTER shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. RED LOBSTER shall provide Mr. Doyle and all aggrieved employees employed by RED LOBSTER at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. RED LOBSTER shall implement and provide suitable seating to all aggrieved employees.
9. RED LOBSTER shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. RED LOBSTER shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 225.5, 226.3, 256, 558, 1174.5, 1197.1, 1199, and 2699, and Wage Order No. 5-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Michelle Kennedy
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 712-8146

Best Regards,

A handwritten signature in black ink, appearing to read 'Michelle Kennedy', with a stylized, cursive script.

Michelle Kennedy

Copy: RED LOBSTER RESTAURANTS LLC (via U.S. Certified Mail); RED LOBSTER MANAGEMENT LLC (via U.S. Certified Mail); RED LOBSTER HOSPITALITY LLC (via U.S. Certified Mail)

CERTIFIED MAIL®



7020 0090 0001 3768 4407

tone
LAW APC
ury Park East, Ste 1000
es, CA 90067



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RED LOBSTER RESTAURANTS LLC
450 S. ORANGE AVENUE, SUITE 800
ORLANDO, FL 32801



9590 9402 4882 9032 7442 67

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4407

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
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Domestic Return Receipt

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ORLANDO, FL 32801

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Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

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- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

RED LOBSTER RESTAURANTS LLC

Street and Apt. No., or PO Box No.

450 S. ORANGE AVENUE, SUITE 800

City, State, ZIP+4®

ORLANDO, FL 32801

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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Doyle v. Red
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LLC

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stone
LAW APC
Century Park East, Ste 1000
Fresno, CA 93721

RED LOBSTER MANAGEMENT LLC
450 S. ORANGE AVENUE, SUITE 800
ORLANDO, FL 32801

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RED LOBSTER MANAGEMENT LLC
450 S. ORANGE AVENUE, SUITE 800
ORLANDO, FL 32801



9590 9402 4882 9032 7442 50

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4414

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

RED LOBSTER MANAGEMENT LLC
450 S. ORANGE AVENUE, SUITE 800
ORLANDO, FL 32801

Postmark
Here

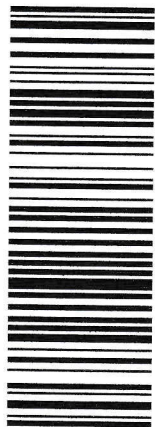
Doyle v. Red Lobster
Management, LLC

PS Form 3800, April 2015 PSN 7530-02-000-8047

See Reverse for Instructions

stone
LAW APC
Century Park East, Ste 1000
Irvine, CA 90067

CERTIFIED MAIL®



7020 0090 0001 3768 4421



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RED LOBSTER HOSPITALITY LLC
450 S. ORANGE AVENUE, SUITE 800
ORLANDO, FL 32801



9590 9402 4882 9032 7440 45

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4421

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over \$500

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

RED LOBSTER HOSPITALITY LLC
450 S. ORANGE AVENUE, SUITE 800
ORLANDO, FL 32801

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

RED LOBSTER HOSPITALITY LLC
Street and Apt. No., or PO Box No.
450 S. ORANGE AVENUE, SUITE 800
City, State, ZIP+4®
ORLANDO, FL 32801

Postmark
Here

Doyle v. Red Lobster
Hospitality LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RED LOBSTER MANAGEMENT LLC
450 S. ORANGE AVENUE, SUITE 800
ORLANDO, FL 32801



9590 9402 4882 9032 7442 50

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4414

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X RL 118 C-19

☐ Agent
☐ Addressee

B. Received by (Printed Name)

ROBINSON

C. Date of Delivery

6-26-20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

RED LOBSTER RESTAURANTS LLC
450 S. ORANGE AVENUE, SUITE 800
ORLANDO, FL 32801



9590 9402 4882 9032 7442 67

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4407

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X RL 118 C-19

☐ Agent

☐ Addressee

B. Received by (Printed Name)

ROBINSON

C. Date of Delivery

5-26-20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery
(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted
Delivery

☐ Return Receipt for
Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation
Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

~~RED~~ LOBSTER HOSPITALITY LLC
450 S. ORANGE AVENUE, SUITE 800
~~OR~~ ANDO, FL 32801



9590 9402 4882 9032 7440 45

2. Article Number (Transfer from service label)

7020 0090 0001 3768 4421

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X R-C 118 C-13

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

ROBINSON

C. Date of Delivery

5-26-20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PS Form 3811, July 2015 PSN 7530-02-000-9053